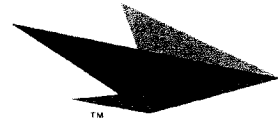


Voice | Data | Internet | Wireless | Entertainment



**EMBARQ**

Embarq Corporation  
Mailstop: NCWKFR0313  
14111 Capital Boulevard  
Wake Forest, NC 27587-5900  
EMBARQ.com

2006-366-C

November 16, 2006

**COPY**

Posted: D. Derrick

Dept: SA 015

Date: 11-19-06

Time: 11:55

Mr. Doug Pratt  
Telecommunications Advisor  
Public Service Commission of South Carolina  
Post Office Drawer 11649  
Columbia, South Carolina 29211

RE: AMENDMENT NO. 1 TO INTERCONNECTION, COLLOCATION AND RESALE  
AGREEMENT BETWEEN UNITED TELEPHONE COMPANY OF THE CAROLINAS D/B/A  
EMBARQ AND GRANITE TELECOMMUNICATIONS, L.L.C.

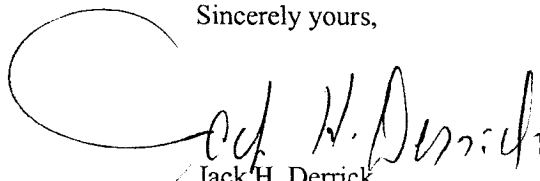
Dear Mr. Pratt:

United Telephone Company of the Carolinas ("Embarq") and Granite Telecommunications, L.L.C. ("Granite") hereby submit Amendment No. 1 to their Interconnection, Collocation and Resale Agreement for approval by the Public Service Commission of South Carolina. The effective date of the amendment is November 1, 2006.

Embarq and Granite respectfully request that the Commission approve this amendment. Under cover of this letter, a copy of the amendment is being served upon Granite.

Embarq is represented by Mr. Scott Elliott, Elliott & Elliott, P.A., 721 Olive Street, Columbia, South Carolina 29205 (803-771-0555) in this matter. Please contact either Mr. Elliott or me if there are any questions.

Sincerely yours,

  
Jack H. Derrick

JHD:cwm

Enclosures

**RECEIVED**

NOV 17 2006

PSC SC  
MAIL / DMS

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100 Newport Avenue Ext.  
Quincy, Massachusetts 02170

Mr. Scott Elliott  
Attorney at Law  
Elliott & Elliott, P.A.  
721 Olive Street  
Columbia, South Carolina 29205

Ms. Cheryl Sweitzer  
Manager Regulatory Affairs  
Embarq Corporation  
14111 Capital Boulevard  
Wake Forest, North Carolina 27587-5900

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT  
FOR THE STATE OF SOUTH CAROLINA**

**AMENDMENT NO. 1**

This Amendment No. 1 ("Amendment"), effective November 1, 2006 is entered into by and between Granite Telecommunications, L.L.C. ("CLEC") and United Telephone Company of the Carolinas, dba Embarq ("Embarq"). Embarq and CLEC may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, CLEC and Embarq, formerly known as "Sprint", entered into an Interconnection, Collocation and Resale Agreement dated April 25, 2005 ("Agreement"); and

WHEREAS, CLEC and Embarq desire to modify the Agreement to add terms, conditions and rates for newly developed products and services;

NOW THEREFORE, in consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

**1. TERMS AND CONDITIONS**

- 1.1. The Parties agree to delete section 44.2 of the Agreement in its entirety and replace it with the following language:

44.2 At CLEC's request, and if Technically Feasible, Embarq will test and report results on both conditioned and non-conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Embarq will provide Basic Testing at no additional charge. Optional Cooperative Testing and Joint Testing on Trouble ("Joint Testing") are performed only upon CLEC's request. To the extent CLEC requests testing that requires Embarq to purchase new equipment, establish new procedures, or training, or make systems modifications, CLEC will compensate Embarq for its costs incurred to purchase the new equipment, establish the new procedures or training, or make the systems modifications needed to provide such testing. CLEC requests for additional testing over and above Basic Testing, Optional Cooperative Testing or Joint Testing must be submitted pursuant to the BFR Process in section 41.

twenty-five dollars (\$25.00) per quarter hour for the time spent conducting the Joint Testing. The Embarq technician will attempt to contact CLEC's representative to initiate Joint Testing on Trouble prior to closing the trouble report. If the Embarq technician is unable to contact the CLEC technician within three (3) minutes of placing the call to conduct the Joint Testing, Embarq may, in its sole discretion, abandon the test and the CLEC will be charged for one quarter-hour increment of time and a Trouble Isolation Charge, as long as Embarq determines the trouble is not located within the Embarq network.

## 2. GENERAL

- 2.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 2.2. Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.
- 2.3. This Amendment No. 1 executed by authorized representatives of Embarq and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective the year and day first written above.

**EMBARQ**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

William E. Cheek

President – Wholesale Markets

11/6/06

**CLEC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Geoff Codrigan

Director - Carrier Relations

10/24/06